

REMARKS

Reconsideration and withdrawal of the rejections of the claimed invention is respectfully requested in view of the amendments, remarks and enclosures herewith, which place the application in condition for allowance.

I. STATUS OF CLAIMS AND FORMAL MATTERS

Claims 33, 36-38 and 40-53 are still pending in this application. Claim 33 has been amended to insert the element that the “one or more defined areas of the segment which are made elastic are surrounded by non-elastic areas.” Support for this amendment can be found throughout the specification, e.g., see paragraph [0010] of the publication of this application and figures 3a and 3c. Claim 33 has also been amended to recite that the backing layer is “unidirectionally elastic and the other direction of the backing layer is non-elastic.” Support for this element can be found throughout the specification, e.g., see paragraphs [0008] and [0012] of the publication of this application.

No new matter has been added by this amendment.

It is submitted that the claims, herewith and as originally presented, are patentably distinct over the prior art cited in the Office Action, and that these claims were in full compliance with the requirements of 35 U.S.C. § 112.

II. THE 35 U.S.C. 103(a) REJECTION HAS BEEN OVERCOME

Claims 33, 35-38 and 40-53 were rejected as allegedly being obvious over Schäfer et al. (US 4,424,808 – “Schäfer”) in view of Fabo (US 5,540,922 – “Fabo”) and/or Lindqvist et al. (US 6,051,747 – “Lindqvist”). The applicants request reconsideration of this rejection based on the comments which follow below.

With regard to the claims as amended, it is noted that as defined in the applicants’ specification, the bandage/bandage segment of the invention are defined as being not affixed to open wounds and that the bandage segment is not wound around the joint like a conventional bandage (thereby avoiding constriction from occurring) – see paragraph [0006] of the publication of the application.

In contrast, the combination of Schäfer, Fabo and Lindqvist represent the conventional state of the art with regard to bandages and does not teach the applicants’ claimed invention.

Schäfer differs from the applicants claimed invention in that while their bandage is elastic, there is no indication that it is elastic unidirectionally, i.e. the teaching of Schäfer

suggests that their bandage is elastic in both directions and at the very least does not suggest inelasticity in the other direction as is being claimed by the applicants.

While Schäfer need not solve the same problem as the applicants in order to be used alone or in combination to establish the obviousness of the applicants' claimed invention, when considering Schäfer as a whole, it is clear that Schäfer intends to develop bandages which are easier to tear (preferably in the weft direction), i.e. nothing within Schäfer suggests that if only a "segment" is used that Schäfer's bandage would provide any support unless wrapped around the joint.

The teachings of Fabo and Lundqvist in combination with Schäfer also do not suggest the applicants' claimed invention. None of Schäfer, Fabo or Lundqvist suggest that support is possible without wrapping the bandage around the joint; in fact, Fabo and Lundqvist actually teach away from the applicants invention in that they are directed to wound dressings, i.e. the object of Fabo and Lundqvist is the *opposite* of the applicants' claimed bandage or even the bandage of Schäfer in that the wound dressings of Fabo and Lundqvist are intended to protect and heal a wound which would not be accomplished by applying the stress associated with claimed bandages to support a joint.

As noted in the specification, a disadvantage of elastic bandage is that if they are not coated with adhesive, they either slip and fail to remain in their original position as a result of movement and in doing so lose their function as a joint support (e.g. Schäfer) or if they are coated with adhesive (e.g. Fabo and Lundqvist), the bandage can cause blood vessel constrictions during application (see paragraph [0003] of the publication of the application).

Furthermore, nothing within the combination of Schäfer, Fabo or Lundqvist suggests that making a bandage with one or more defined areas of the segment which are made elastic are surrounded by non-elastic areas would produce a bandage for the support of joints that does not require wrapping the bandage around the joint.

For the above reasons, it is also not surprising that the conventional bandages represented by Schäfer, Fabo or Lundqvist either individually or in combination when considered as a whole, resulted in bandages which were difficult for medically untrained persons to apply for the purposes of joint support and often required special dressing techniques, i.e., joint support could not be achieved without wrapping the bandage around the joint or required the use of an adhesive

that resulted in an untrained person constricting the patient's blood vessels (see paragraph [0003] of the publication of the application).

In contrast, the claimed bandage can be applied without any special techniques by a layperson while minimizing the risk of harming or discomforting the patient.

Therefore, the applicants' claimed bandage is unobvious over the combination of Schäfer, Fabo and Lundqvist because these references merely represent the previous state of the art with regard to bandages, teach away from the applicants' claimed invention and do not provide the guidance to provide a bandage with the elements which allows for joint support as defined in the applicants' specification.

CONCLUSION

In view of the remarks and amendments herewith, the application is believed to be in condition for allowance. Favorable reconsideration of the application and prompt issuance of a Notice of Allowance are earnestly solicited. The undersigned looks forward to hearing favorably from the Examiner at an early date, and, the Examiner is invited to telephonically contact the undersigned to advance prosecution. The Commission is authorized to charge any fee occasioned by this paper, or credit any overpayment of such fees, to Deposit Account No. 50-0320.

Respectfully submitted,
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